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13 RICHARD A. MARSHACK

14 UNITED STATES BANKRUPTCY COURT

15 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

16 In re

17 THE LITIGATION PRACTICE GROUP P.C.,

18 Debtor.

19 Case No: 8-23-bk-10571-SC

20 Chapter 11

21 REPLY IN SUPPORT OF TRUSTEE'S  
22 MOTION FOR RECONSIDERATION OF  
23 ORDER DENYING MOTION TO  
24 APPROVE COMPROMISE WITH AZZURE  
25 CAPITAL LLC

26 Hearing:

27 Date: December 13, 2023

28 Time: 1:30 p.m.

Judge: Hon. Scott C. Clarkson

Place: Courtroom 5C – Via ZoomGov  
411 W. Fourth Street  
Santa Ana, CA 92701

29 TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY JUDGE,  
30 THE OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

31 Richard A. Marshack, in his capacity as Chapter 11 Trustee (“Trustee”) of the Bankruptcy  
32 Estate (“Estate”) of The Litigation Practice Group P.C. (“Debtor”), files this reply (“Reply”) to the  
33 *Opposition to Trustee's Motion For Reconsideration of Order Denying Motion To Approve*  
34 *Comrpomise With Azzure Capital LLC filed by OHP-CDR, LP (“OHPP”) and PurchaseCo80, LLC*  
35 *(“PurchaseCo”)* (OHP and PurchaseCo are collectively referred to as “OHPP”) [Dk. No. 739]  
36 *(“Opposition”)* and in support of *Trustee's Motion For Reconsideration of Order Denying Motion*  
37 *(“Opposition”)* and in support of *Trustee's Motion For Reconsideration of Order Denying Motion*

1 *to Approve Comrpomise With Azzure Capital LLC; Memorandum or Points and Authorities;*  
2 *Declaration of D. Edward Hays In Support [Dk. No. 611] (“Reconsideration Motion”).*

3 **1. Summary of Argument**

4 An order approving a compromise may but does not necessarily result in the application of  
5 claim preclusion (res judicata). In this case, the Court reconsidered its approval of the Trustee’s  
6 compromise with Azzure because it was concerned that OHPP’s lien priority claims raised in its  
7 separate adversary proceeding would necessarily be resolved by the compromise with Azzure. That  
8 is not the case. Instead, at most, the approval of the Azzure compromise could lead to Trustee  
9 seeking to resolve the OHPP adversary on the grounds of claim preclusion. But, claim preclusion is  
10 always within the discretion of the Court and Trustee would have to establish all the elements  
11 including that he was in privity with OHPP for the doctrine to apply. Whether the Court would ever  
12 grant such a request remains unknown and the Court is not required to respond for any request for  
13 such an advisory opinion.

14 If the Court chose not to apply claim preclusion or if the Trustee could not satisfy his burden  
15 to establish the elements, then OHPP’s claims in its adversary would be unaffected by the Court’s  
16 approval of the Trustee’s compromise with Azzure. It is for this reason that Trustee respectfully  
17 requests that the Court reconsider its order vacating its initial decision to approve the Azzure  
18 compromise. Approval of the compromise does not necessarily and certainly does not require  
19 resolution of OHPP’s claims. Instead, the relative lien priority between OHPP and Azzure must be  
20 determined in the adversary commenced by OHPP.

21 Because the Estate can obtain the benefits of the Azzure compromise while leaving the  
22 priority adjudication to be determined in the OHPP adversary, good cause exists to reconsider the  
23 order denying and instead enter an order approving the compromise. Even if the Court ultimately  
24 determines that OHPP has priority over Azzure (and the Estate’s recovery of a portion of the Azzure  
25 lien), there is no reason to require the Trustee to now proceed with litigation against Azzure. The  
26 compromise can be approved subject to OHPP’s lien priority claims.

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1 **2. Legal Argument**

2       **A. The Controlling Legal Standard Is This Court May Revisit Its**  
3           **Orders at Any Time “When Equity So Requires”**

4       The Ninth Circuit has stated that “bankruptcy courts, as courts of equity, have the power to  
5 reconsider, modify or vacate their previous orders so long as no intervening rights have become  
6 vested in reliance on the orders.” *Meyer v. Lenox (In re Lenox)*, 902 F.2d 737, 739-40 (9th Cir. 1990)  
7 (citations omitted). In other words, a bankruptcy court has “power to reconsider any of its previous  
8 orders when equity so requires.” *Id.* at 740 (citations omitted). That equitable power is established by  
9 § 105(a) of the Bankruptcy Code, which provides that a bankruptcy court may, “sua sponte, tak[e]  
10 any action or mak[e] any determination necessary or appropriate to enforce or implement court  
11 orders or rules, or to prevent an abuse of process.” 11 U.S.C. § 105(a).

12       In this case, the Court vacated its previous order *sua sponte* based on the grounds that the  
13 compromise would in essence fully resolve the pending adversary proceeding brought by OHPP.  
14 While Trustee advocated this position – i.e. that the compromise would impact the adversary  
15 proceeding conclusively – it appears the law is different. Specifically, the legal error that exists that  
16 warrants reconsideration of the Court’s order vacating the granting of the Motion is that the Court  
17 can choose whether to apply doctrines of res judicata and collateral estoppel as noted by the Ninth  
18 Circuit in *Dominelli*<sup>1</sup>. Put differently, the legal error that serves as the basis for clarification or  
19 reconsideration is the perceived error that the only way to avoid prejudice to OHPP was to deny the  
20 Motion as opposed to granting the Motion while preserving the issue whether order would have any  
21 affect at all on the adversary proceeding.

22       **B. Trustee Is Neither Seeking a Priority Finding Nor Does the Language of the**  
23           **Azzure Agreement Mandate One**

24       In its Opposition OHPP paints Trustee as disingenuous in his assertion that he is not seeking  
25 a priority finding because (1) this contradicts prior statements and arguments made by Trustee in  
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28       <sup>1</sup> *In re Dominelli*, 820 F.2d 313, 316 (9th Cir. 1987).

1 connection with the Motion; and (2) the Azzure Agreement includes a provision regarding the  
2 parties' mistaken belief that Azzure's lien was first in priority.

3 First, any order approving the Azzure compromise would not necessarily resolve the OHPP  
4 adversary proceeding. It will be up to the Court to decide whether any order approving the Azzure  
5 Agreement will have any impact on the pending adversary proceeding. Importatntly, the Court can  
6 fashion any order it deems appropriate that approval of the compromise is without prejudice to  
7 OHPP's arguments that claim preclusion would not arise because Trustee was not in privity with it.

8 In light of the *Dominelli* case and the other authorities cited by Trustee in his Reconsideration  
9 motion, approval of the Azzure compromise may have no affect at all on its claims in the adversary.  
10 This is certainly not the "all or nothing" premise of the Court's order vacating approval of the  
11 compromise. It is entirely possible to approve the Azzure agreement (to avoid the estate having to  
12 engage in litigation with it) while clearly stating that such order is subject to OHP's claims in the  
13 adversary.

14 Second, and as noted in the Reconsideration Motion, the language of the Agreement does not  
15 mandate a finding that Azzure is in first position. Rather it states the Parties "believed" Azzure to be  
16 in first position. *See*, Dk. No. 611, Motion, Ex. 1 p. 16, ¶1(c) ("Priority of the Compromised  
17 Secured Claim. The Compromised Secured Claim is *believed* by the parties to be first-in-priority  
18 with respect to all of the Bankruptcy estate's debts and liabilities.") Emphasis added. As such there  
19 is no request that the Court find or expressly hold that Azzure was in fact in first position. As  
20 recognized at the initial hearing, Trustee has now learned that there are several creditors who have  
21 filed secured claims against the Estate whose UCC-1 financing statements were filed before the  
22 Azzure financing statement.

23 Additionally, any order approving the Azzure compromise can and should clarify that the  
24 Court is not determining the Azzure lien's relative priority to other liens perfected prior to its lien.  
25 Alternatively, the Court can sever the perceived Offending Provision. As noted in the Azzure  
26 Agreement, the Parties have already agreed the Court can sever provisions it deems appropriate. *See*  
27 Dk. No. 611, Motion, Ex. 1 p. 18, ¶G ("Severability. If any provision of the Agreement of its  
28 application is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the

1 Parties agree that such a determination fo invalidity shall not affect other provisions or applications  
2 of the Agreement which can be given effect without the invalid provisions and thus shall remaini in  
3 full force and effect or application.”). Thus, OHPP’s Argument that the Court cannot approve the  
4 Azzure Agreement because it cannot modify its terms is incorrect. Bottomline, approval of the  
5 Azzure Agreement will neither elevate its position over previously filed UCC-1’s nor will it  
6 prejudice OHPP trying to “leap-frog” over the Azzure lien vis-à-vis its pending adversary  
7 proceeding.

8       **C.     The Opposition’s Footnote Analyses of Case Authority on Doctrines Of Claim  
9                          Preclusion/Res Judicata Point Out Distinctions Without A Difference**

10       In Footnotes No. 8 and 9, the Opposition makes cursory statements as to why the Court  
11 should disregard the legal authority cited by Trustee on the issue of whether the Trustee may or may  
12 not be in privity with a secured creditor. In Footnote 8, the Opposition argues that *Dominelli* is  
13 “inapplicable” because in its simplistic review it involves “a dispute about estate claims against  
14 another creditor.” But the Ninth Circuit in *Dominelli* discussed how a junior secured creditor was in  
15 fact in privity with the bankruptcy trustee and was bound by the trustee’s settlement of the claim of  
16 another senior secured creditor. Similarly, in Footnote 9, the Opposition takes the same position that  
17 all the authorities discussing privity are one again “inapplicable.” Plainly put, whether approval of  
18 the Azzure agreement has any affect on the OHPP adversary is not yet and will not become ripe  
19 unless or until Trustee seeks to raise claim preclusion. In short, the Azzure compromise can be  
20 approved and, if If OHPP is correct, then it will defeat any such attempt by Trustee to resolve the  
21 adversary through principles of claim preclusion. Lastly, because claim preclusion is discretionary,  
22 the Court can also choose to deny any attempt to resolve the adversary based on the approval of the  
23 Azzure compromise.

24       **3. Conclusion**

25       In Trustee’s business judgment, the proposed compromise with Azzure reflects a fair  
26 resolution of the dispute that benefits the Estate and avoids the attendant costs and risks of litigation.  
27 There is no reason why that compromise cannot and should not be approved given the uncertainties  
28

1 regarding whether the compromise order could form the basis of claim preclusion. Thus good cause  
2 exists to approve the Azzure compromise with the order containing the following provisions:

3       A.     The approval of the compromise does not result in Azzure obtaining priority over any  
4 liens perfected before the date upon which its lien was perfected;

5       B.     Whether approval of the compromise has any affect on the OHPP's claims will be  
6 determined in that adversary proceeding;

7       C.     That the Court will determine whether its approval of the Azzure compromise may or  
8 may not be used as the basis to resolve any claims in the OHPP adversary; and

9       D.     That the priority of any lien or interest asserted by OHPP will be resolved in its  
10 pending adversary.

11

12 DATED: December 6, 2023

MARSHACK HAYS LLP

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By: /s/ D. Edward Hays

D. EDWARD HAYS

LAILA MASUD

Attorneys for Chapter 11 Trustee

RICHARD A. MARSHACK

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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **REPLY IN SUPPORT OF TRUSTEE'S MOTION FOR RECONSIDERATION OF ORDER DENYING MOTION TO APPROVE COMPROMISE WITH AZZURE CAPITAL LLC; MEMORANDUM OF POINTS AND AUTHORITIES** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On December 6, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on December 6, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**VIA PERSONAL DELIVERY:**

**PRESIDING JUDGE'S COPY**

HONORABLE SCOTT C. CLARKSON  
UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE  
411 WEST FOURTH STREET, SUITE 5130 / COURTROOM 5C  
SANTA ANA, CA 92701-4593

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

December 6, 2023

Date

Layla Buchanan

Printed Name

/s/ Layla Buchanan

Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): CONTINUED:**

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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**2. SERVED BY UNITED STATES MAIL: CONTINUED:**

**DEBTOR – MAIL REDIRECTED TO TRUSTEE**

THE LITIGATION PRACTICE GROUP P.C.

~~17542 17TH ST, SUITE 100~~

~~TUSTIN, CA 92780-1981~~

4877-5210-0236, v. 1